



ARIZONA DEPARTMENT OF EDUCATION

Procurement Section

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

GRANT CONTRACT NO. ED07-0008-01

1. This Grant Contract is entered into, pursuant to Arizona Revised Statutes (A.R.S.) § 41-2701 *et seq.* between the Arizona Department of Education (ADE), and the Arizona Congress of Parents & Teachers, Inc. (AZPTA) ("CONTRACTOR").
2. The ADE and the CONTRACTOR agree to the following terms:
 - A. Monies received by the budget unit performing the services shall be credited to its appropriation account for its use in performing the services. If funds are advanced, the agency performing the services shall make an accounting of expenditures and return any advances not used to the appropriation account of the advancing agency.
 - B. This Grant Contract shall take effect upon signature of an authorized representative of ADE and shall remain in effect through July 31, 2007, unless terminated, canceled or extended as otherwise provided herein. The option to renew shall be at ADE's sole discretion, based on the availability of grant funds from the CDC. ADE may, at its sole option, extend the term of this Contract by written notice to the Contractor within sixty (60) calendar days of the Contract expiration date. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.
 - C. This Grant Contract shall not bind nor purport to bind ADE and the CONTRACTOR for any contractual commitment in excess of the original Grant Contract term.

3. Purpose of Grant Contract.

The purpose of the grant is to improve parent-child communication in HIV prevention and sexual education. This is a planned objective in the 2006 HIV work plan with Centers for Disease Control and Prevention (CDC). To meet Goal 4 as specified in the 2006 HIV work plan with Centers for Disease Control and Prevention.

4. CONTRACTOR Responsibilities.

- A. AZPTA will hire a part-time parental involvement project coordinator. The coordinator will be an AZPTA nationally certified trainer. The coordinator will train a minimum of two new teams of local PTA members to implement a parental involvement project (Building Successful Partnerships), which addresses parent-child communication about HIV prevention and sex education. The coordinator will utilize training materials that are based on the national PTA standards for parent/family involvement programs. Each new and existing local PTA project awarded site will in turn train at least 50 parents in practical approaches to talk easily and openly with their children and youth about HIV prevention and other sexual health issues.
- B. The AZPTA project coordinator will contract with the Arizona Adolescent Health Institute for a 2 hour training in Demystifying Adolescence to be provided to all new or existing PTA members from each site that is awarded a mini-grant.
- C. The AZPTA project coordinator will develop a BSP training schedule and must provide ADE with a project description, goal, timeline for project implementation and method of evaluation for each site that is awarded a mini-grant.
- D. The AZPTA project coordinator will provide ongoing technical assistance and will conduct a site visit during the school year at each of the project sites to assist in overcoming any potential challenges.
- E. The AZPTA project coordinator will ensure that each BSP site determines the logistics of implementing trainings to best suit the needs of their parent population and develops a training schedule of events.



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5. **Required CONTRACTOR Reports.** The CONTRACTOR shall provide to ADE the following reports in the manner and at the times specified.
- A. Submit progress reports (due 2/15/2007 & 6/15/2007) in electronic format and hard copies mailed to the Arizona Department of Education to include each of the following:
- (1) BSP training to teams of local PTA members to implement a parental involvement project
 - a. Facilitator
 - b. Date and location of instruction
 - c. Content of instruction
 - d. Number of lessons/or hours of instruction
 - e. Number of participants in attendance
 - (2) Local PTA project awarded site trainings to parents
 - a. Facilitator
 - b. Date and location of instruction
 - c. Content of instruction
 - d. Number of lessons/or hours of instruction
 - e. Number of participants in attendance
 - i. Pre/post survey results assessing parents comfort level and frequency of HIV prevention/sex education discussions with their children
 - ii. Success stories
7. **ADE Responsibilities.**
- A. To provide oversight and technical assistance to the AZPTA for the administration of this grant.
 - B. Review progress reports by the contractor
 - C. Submit finalized reports to CDC
8. **Payment to CONTRACTOR.** A payment of **\$12,000** to be paid October 15, 2006 and another payment of **\$12,000** to be paid February 15, 2007 from CDC Cooperative Agreement, CFDA NO. U87/CCU922638, Index No. 64449, for a total not to exceed **\$24,000** per year. CONTRACTOR must submit completed ADE FORMs-701d and 701b (subject to modification by the program office).
9. **Grant Contract Modification.** This Grant Contract may only be modified in writing and must be signed by both parties or their duly authorized agents.
10. **Arbitration.** The parties to this Grant Contract agree to resolve all disputes arising out of or relating to this Grant Contract through arbitration, after exhausting applicable administrative remedies, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
11. **Assignment and Delegation.** No right or interest in this Grant Contract shall be assigned without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation by the CONTRACTOR, shall be made without the written permission of ADE.



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- 12. Availability of Funds.** Every payment obligation of ADE under this Grant Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Grant Contract, ADE may terminate this Grant Contract at the end of the period for which funds are available. No liability shall accrue to ADE in the event this provision is exercised, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 13. Breach.** Failure by the CONTRACTOR to provide the services/materials or to provide the documentation at the time and in the manner described in this Grant Contract shall constitute a breach of this Grant Contract by the CONTRACTOR. ADE, may at its option, cancel this Grant Contract after written notice to the CONTRACTOR. A determination to cancel this Grant Contract does not waive any other remedy which ADE may have pursuant to state or federal law.
- 14. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Grant Contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the Grant Contract or any extension of the Grant Contract is in effect, an employee or agent of any other party to the Grant Contract in any capacity or a consultant to any other party of the Grant Contract with respect to the subject matter of the Grant Contract. A cancellation made pursuant to this provision shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 15. Capital Equipment.** If property is acquired for the purpose of this Grant Contract upon termination or completion contact ADE for disposition.
- 16. Confidentiality.** The CONTRACTOR agrees that no information obtained under this Grant Contract shall be published or otherwise distributed in any form without the express written permission of the ADE.
- 17. Contingent Fees.** The CONTRACTOR certifies it has not paid nor agreed to pay any person, other than a bona fide employee of the CONTRACTOR who provides services under this Grant Contract, a fee or a brokerage resulting from the award of this Grant Contract.
- 18. Governing Law.** This Grant Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).
- 19. Non-Discrimination.** The CONTRACTOR shall comply with Executive Order 99-4, which mandates that all persons regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The CONTRACTOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, political affiliation or disability.



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20. **Notices.** All written communications shall be addressed and mailed or personally served upon the parties as follows:

To the CONTRACTOR:

Arizona Congress of Parent Teachers
Lucy Ranus, President of AZPTA
2721 North 7th Ave.
Phoenix, AZ 85007
Phone: 602-279-1811

lranus@chw.edu

To ADE:

Arizona Department of Education
Kim Jennings, Contract Officer
Contracts Management Unit
1535 West Jefferson, #37
Phoenix, AZ 85007
Kim.jennings@azed.gov
Phone: 602.542.4254

Technical Contact:

Jason Trujillo
School Safety & Prevention
1535 W. Jefferson St. Bin#29
Phoenix, AZ 85007
Phone: 602-542-8712
Fax: 602-364-1938

21. **Property of the Department.** Any materials, writings, or ideas developed in connection with this Grant Contract are work made for hire and shall become the property of ADE and upon termination of this Grant Contract, shall be transferred to ADE.
22. **Records.** Pursuant to A.R.S. § 35-214 and 35-215, the CONTRACTOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Grant Contract for a period of five years after completion of the Grant Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CONTRACTOR shall produce the original of any or all such records.
23. **Termination.** Except as otherwise provided, this Grant Contract may be terminated without cause upon thirty (30) days written notice by either party.

Dated this _____ day of _____, 2004

Arizona Department of Education

(ADE)

(Signature of Authorized Individual)

Douglas C. Peeples, CPPB, CPCM, Procurement Officer
(Typed Name and Title)

Dated this _____ day of _____, 2004

(Signature of Authorized Individual)

(Typed Name and Title)

**ARIZONA DEPARTMENT OF EDUCATION
GRANT CONTRACT BUDGET/ESTIMATED NEEDS PAYMENT
SCHEDULE FOR INSTITUTIONS OF HIGHER EDUCATION, STATE
AGENCIES AND OTHER AGENCIES.**

INSTRUCTIONS:

Submit original to ADE Contracts Management Unit as part of proposed Grant Contract/amendment.

A. GRANT CONTRACT IDENTIFICATION FOR THE BUDGET PERIOD From: August 16, 2006 To: July 31, 2007

1. Applicant Agency: Arizona Congress of Parent Teachers	2. Contact Person: Lucy Ranus Phone No.: 602-279-1811	3. Grant Contract No.: ED07-0008
4. Funding source (Chapter 1, etc.): CDC Grant # U87/CCU922638	5. Date submitted: August 16, 2006	Index No.: 64449
6. Proposal Name (If any): AZPTA		7. Check ONE <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal Application <input type="checkbox"/> Completion Report <input type="checkbox"/> Amendment <input type="checkbox"/> ADE Revision

B. GRANT CONTRACT BUDGET	BUDGET (1)	REQUEST CHANGES (2)	AMENDED BUDGET (3)	EXPENDITURE TO DATE (4)	BUDGET BALANCE (5)
*EXPENDITURE CATEGORIES					
8. Salaries - Instructional	\$15,000				
9. Salaries - Non-instructional					
10. Employee Benefits	\$1,000				
11. Travel	\$1,000				
12. Supplies and Materials	\$2,000				
13. Purch Services/Consultant Fees					
14. Tuition					
15. Printing and Reproduction	\$1,000				
16. Utilities and Communications					
17. Other (Mini grants to local PTA's)	\$4,000				
18. SUBTOTAL	\$24,000				
19. Indirect Cost (% x line 18)					
20. Capital Outlay					
21. TOTAL	\$24,000				
22. Administrative Costs					
23. Cash Balance (For Completion Purposes)					

C. COMPLETION REPORT SIGNATURE (Blue Ink Only)

I hereby certify that this is a reasonable statement of total expenditures for this Grant Contract.

_____ Applicant Authorized Agent	_____ Date
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D. SUMMARY OF AVAILABLE FUNDS INCLUDED IN BUDGET ABOVE

Prior FY C/O _____ + FY _____ State C/O + FY _____ (New) + Other _____ = TOTAL FY _____

E. ESTIMATED NEEDS PAYMENT SCHEDULE

(Original ☐ Revised ☐ Date _____)

FY _____ State C/O	FY 2003 / 2004	FY 2004 / 2005
Jul _____ Jan _____	Jul _____ Jan _____	Jul _____ Jan _____
Aug _____ Feb _____	Aug _____ Feb _____	Aug _____ Feb _____
Sept _____ Mar _____	Sept _____ Mar _____	Sept _____ Mar _____
Oct _____ Apr _____	Oct _____ Apr _____	Oct _____ Apr _____
Nov _____ May _____	Nov _____ May _____	Nov _____ May _____
Dec _____ Jun _____	Dec _____ Jun _____	Dec _____ Jun _____
TOTAL _____	TOTAL _____	TOTAL _____